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JOHNSON CLIFTON

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90-03579

AGREEMENT TO GRANT EASEMENTS AND SUBORDINATION AGREEMENT

Date: December 21, 1995

Parties: YAMAZOE INTERNATIONAL, INC., an Oregon corporation 222 S.W. Columbia, Ste. 1200 Portland, Oregon 97201

("Yamazoe")

WIDGI CREEK GOLF CLUB, INC., an Oregon corporation 18707 Century Drive Bend, Oregon 97702

("Widgi Creek")

BANK OF AMERICA OREGON 1001 S.W. Fifth Street, 21st FL Portland, Oregon 97204

("Bank")

TEXTRON FINANCIAL CORPORATION, a Delaware corporation 5901-A Peachtree-Dunwoody Road, Ste. 300 Atlanta, Georgia 30328

("Textron")

Taxes: WIDGI CREEK GOLF CLUB, INC., an Oregon corporation 18707 Century Drive Bend, Oregon 97702

Return: RICHARD L. LARSON JOHNSON, CLIFTON, LARSON & CORSON, P.C. 975 Oak Street, Ste. 1050 Eugene, Oregon 97401-3124

Recitals:

A. Yamazoe International, Inc. and Widgi Creek Golf Club, Inc. are the owners of adjacent parcels known to the parties as the Townhome Property and the Golf Course Property respectively. A description of the Townhome Property is attached as Exhibit A and a description of the Golf Course Property is attached as Exhibit B.

RECORDED BY FIRST AMERICAN TITLE CO. OF DESCHUTES COUNTY AS AN INSTRUMENT ONLY. NO LIABILITY IS ACCEPTED FOR THE CORRECTNESS OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT. FIRST AMERICAN TITLE CO. OF DESCHUTES COUNTY P. O. BOX 323 BEND, OREGON 97709

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B. Widgi Creek has obtained a Loan Commitment from Textron Financial Corporation ("Textron") for the loan of \$2,000,000.00, to be advanced in accordance with the Loan Agreement between the parties and secured by a first lien on the Golf Course Property. Previously, the predecessor in interest to Yamazoe and Widgi Creek granted a trust deed lien to Bank of America's predecessor in interest ("Bank of America") upon the Golf Course Property, Townhome Property and other property to secure a loan in the original principal sum of \$5,000,000.00 (the "Bank Lien").

C. Bank has agreed, that the Golf Course Property may be released from the Bank Lien, upon payment of the sum of \$300,000.00 from the Textron loan, and the satisfaction of certain other conditions by Yamazoe, to be satisfied at or before closing of the Textron loan.

D. Widgi Creek, Textron and Deschutes County have entered into a Financial Segregation Agreement, a copy of which is attached as Exhibit C. Under the terms of the Financial Segregation Agreement, Widgi Creek is authorized, among other matters, to grant a security interest to Textron upon the Golf Course Property only, with the intention and understanding that the lien, when granted by Widgi Creek, would not create an encumbrance upon the Townhome Property, even though the Townhome Property and the Golf Course Property have not been legally partitioned.

E. The parties anticipate, that Yamazoe and Widgi Creek will pursue the legal partition of the Golf Course Property from the Townhome Property, to be completed on or before June 15, 1996. Incident to such partition, Widgi Creek and Yamazoe shall mutually grant and reserve easements for the mutual protection and benefit of the parcels, toward the goal of enhancing the convenient and orderly use of the Golf Course Property, which in turn enhances the residential and recreational environment for the Townhome Property and its prospective purchasers. Due to the fact that the parcels are currently one legal lot, easements cannot be granted and recorded at this time. However, the parties wish to establish their mutual understandings as to the establishment of easements for the benefit of the Golf Course Property, in the event that the legal partition shall not have been completed, and either Textron or Bank, or a third party claiming through either of them, should become the fee owner of either the Golf Course Property or the Townhome Property.

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Agreements:

NOW THEREFORE, in consideration of the above Recitals and the covenants and conditions set forth below, which are by this reference incorporated herein, the parties agree as follows:

1. Condition Precedent. As a condition precedent to this Agreement, Textron as Lender and Widgi Creek as Borrower shall close the loan between Textron and Widgi Creek, and (i) Widgi Creek shall cause a Line of Credit Trust Deed, Security Agreement and Fixture Filing ("Textron's Mortgage") to be recorded, encumbering the Golf Course Property as security for the loan, and (ii) from the loan proceeds, the sum of \$300,000.00 shall be paid to Bank to induce Bank to release the Golf Course Property from the Bank Lien. As a further precondition to this Agreement, the Financial Segregation Agreement shall be fully executed and recorded in the Deschutes County Real Property Records.

2. Agreement to Grant Easements. Bank agrees to subordinate the Bank Lien to easements burdening the Townhome Property for the benefit of the Golf Course Property, or to grant easements if it is hereafter the fee owner of the Townhome Property, in the event of the occurrence of any one or more of the following contingencies:

(a) Textron or its successor in interest acquires fee ownership of the Golf Course Property through foreclosure by public or private sale, through receipt of a deed in lieu of foreclosure or otherwise, following default upon the Textron Mortgage.

(b) A third party acquires fee ownership of the Golf Course Property through purchase at a trustee's sale, foreclosure sale, or from Textron following default upon the Textron Mortgage.

(c) A legal partition of the Golf Course Property from the Townhome Property is approved and filed of record.

(d) Bank or its successor in interest acquires fee ownership of the Townhome Property through foreclosure by public or private sale, through receipt of a deed in lieu of foreclosure or otherwise, following default upon Bank's trust deed.

The parties acknowledge that Yamazoe has informally granted a license to Widgi Creek and its employees, licensees and invitees, for pedestrian and golf cart and golf course maintenance equipment traffic over and upon the Townhome Property, to facilitate the operation of the golf course. Bank agrees that it has no objection to such continuing use for the benefit of the Golf Course Property.

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3. Form of Easements. The form of easements for the benefit of the Golf Course Property shall provide that the owner of the Golf Course Property and its employees, licensees, and invitees, shall have the right in perpetuity, and without charge, to access, ingress and egress for pedestrian and golf cart and golf course maintenance equipment traffic, together with the right to locate, maintain and relocate utility easements for the maintenance, operation and development of the Golf Course Property as a golf course at Widgi Creek's expense, upon, over and under that portion of the Townhome Property which lies between the 15th green and the 16th tee as well as from the 18th green to the clubhouse and common areas, as identified in the survey prepared by Hickman, Williams & Associates dated November 22, 1995 and last revised December 3, 1995, in locations to be agreed to by the parties. Costs of preparation and recording of easements shall be borne by Widgi Creek.

Bank further agrees, to cooperate with Yamazoe and Widgi Creek in the establishment of recorded access and utility easements for the benefit of the Golf Course Property, consistent with present actual use, at Widgi Creek's cost.

4. Cooperation with Partition. Textron and Bank agree to cooperate with Widgi Creek and Yamazoe in completing the legal partition of the Townhome Property and Golf Course Property, so long as their respective collateral is not materially impaired due to proposed conditions or provisions of the partition.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

6. Attorney Fees. In the event a legal action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such legal action from the losing party, including attorney fees and costs incurred upon trial or any appeal therefrom.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

YAMAZOE INTERNATIONAL INC.,
an Oregon corporation

BANK OF AMERICA OREGON

By: [Signature]
Print Name: KUNIHICO TOKOYAMA
Its: VICE PRESIDENT

By: [Signature]
Print Name: Erik Nelson
Its: Vice-President

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WIDGE CREEK GOLF CLUB, INC.,
an Oregon corporation

TEXTRON FINANCIAL CORPORATION,
a Delaware corporation

By: [Signature]
Print Name: KUNIKIKO TOKOYAMA
Its: Vice President

By: [Signature]
Print Name: Ramon J. Munoz
Its: Vice-President
Golf Finance Division

STATE OF Oregon)
County of Multnomah) ss.

On December 29, 1995 before me, the undersigned, a Notary Public in and for the state of Oregon, personally appeared Kuniko Tokoyama, who is personally known to me or has proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President of Yamazoe International, Inc., an Oregon corporation.

WITNESS my hand and official seal.

Signature: [Signature]
My Commission Expires: 12-18-96



STATE OF OREGON)
County of Multnomah) ss.

On December 21, 1995 before me, the undersigned, a Notary Public in and for the state of Oregon, personally appeared Erik Nelson, who is personally known to me or has proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice-President of Bank of America Oregon.

WITNESS my hand and official seal.

Signature: [Signature]
My Commission Expires: _____



(Notarization continued)

12/20/95 15:03 3503 484 0682

JOHNSON CLIFTON

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STATE OF Oregon)
County of Multnomah) ss.

On December 29, 1995 before me, the undersigned, a Notary Public in and for the state of Oregon, personally appeared Kunihiko Tokayama, who is personally known to me or has proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President of Widgi Creek Golf Club, Inc., an Oregon corporation.

WITNESS my hand and official seal.

Signature: Maria Sinternberg
My Commission Expires: 10-18-18



STATE OF GEORGIA)
County of Fulton) ss.
January 6

On ~~December 29~~ 04, 1995 before me, the undersigned, a Notary Public in and for the state of Georgia, personally appeared Ramon J. Munoz, who is personally known to me or has proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice-President - Golf Course Finance Division of Textron Financial Corporation, a Delaware corporation.

WITNESS my hand and official seal.

Signature: Vicki L. Heller
My Commission Expires: 8-22-96



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EXHIBIT "A"

Property Description
Widgi Creek Townhomes

A tract of land located in a portion of the East One-Half of Section 22, Township 18 South, Range 11 West, of the Willamette Meridian, Oregon, being a portion of Parcel "C" of Township 18 South, Range 11 East, of the Willamette Meridian, Oregon, per Dependent Resurvey, Subdivision of Sections 22 and 23, and Survey, Containing 23.44 acres more or less being more particularly described as follows:

Beginning at the Southeast 1/16 corner of said Section 22 thence South 00° 21' 51" West a distance of 496.82 feet; thence North 85° 19' 39" East a distance of 231.00 feet; thence North 00° 00' 00" East a distance of 90.00 feet; thence North 18° 41' 00" West a distance of 150.00 feet; thence North 45° 30' 00" East a distance of 200.00 feet; thence South 15° 00' 00" West a distance of 204.00 feet; thence North 80° 45' 00" East a distance of 177.00 feet; thence North 00° 00' 00" East a distance of 360.00 feet; thence North 15° 00' 00" East a distance of 570.00 feet; thence North 30° 00' 00" East a distance of 64.00 feet; thence North 17° 49' 00" East a distance of 148.00 feet; thence North 48° 00' 00" East a distance of 85.00 feet; thence North 00° 00' 00" East a distance of 281.78 feet; thence along a 371.04 radius curve left 147.78 feet (chord bears North 54° 38' 02" East a distance of 323.12 feet); thence North 62° 13' 04" West a distance of 10.00 feet; thence along a 351.04 foot radius curve left 117.73 feet (chord bears North 19° 26' 25" East a distance of 117.21 feet); thence North 08° 19' 52" East a distance of 8.02 feet to the west southerly property corner of Tract "A" of the Seventh Mountain Golf Village; thence following along said Tract "A" boundary North 80° 26' 37" West a distance of 39.28 feet (Record North 80° 24' 05" West, 40.00 feet); thence leaving said boundary South 08° 10' 35" West a distance of 8.11 feet; thence along a 321.04 foot radius curve right 258.38 feet (chord bears South 32° 09' 20" West a distance of 751.47 feet; thence South 72° 30' 00" West a distance of 51.36 feet; thence North 79° 45' 00" West a distance of 373.00 feet; thence South 45° 41' 00" West a distance of 58.00 feet; thence North 40° 08' 00" West a distance of 129.00 feet; thence South 29° 21' 00" West a distance of 133.00 feet; thence North 43° 19' 00" West a distance of 138.00 feet; thence South 41° 45' 00" West a distance of 116.00 feet; thence North 35° 00' 00" East a distance of 160.00 feet; thence South 50° 30' 00" West a distance of 142.88 feet; thence South 23° 00' 00" West a distance of 618.00 feet; thence South 00° 22' 27" West a distance of 154.00 feet; thence North 28° 37' 00" West a distance of 106.00 feet; thence South 77° 40' 00" East a distance of 325.00 feet; thence South 45° 29' 00" East a distance of 90.00 feet; thence South 81° 55' 10" West a distance of 172.32 feet to the point of beginning, the terminus of this description.

Subject to: All easements, restrictions and rights-of-way of record and those corner and apparent on the land.

EXHIBIT "A"

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EXHIBIT "B"

Golf Course Property

PROPERTY DESCRIPTION

A parcel of land containing 151.759 Acres, more or less, located in a portion of sections 14, 15, 22 7 28 Township 18 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 2 1/2" brass cap marking the southeast one-sixteenth corner of said Section 22; thence North 61° 55' 30" East a distance of 177.32 feet; thence North 45° 20' 00" West a distance of 90.00 feet; thence North 77° 40' 00" West a distance of 325.00 feet; thence North 28° 27' 00" East a distance of 106.00 feet; thence North 00° 22' 27" East a distance of 154.00 feet; thence North 32° 00' 00" East a distance of 615.00 feet; thence North 50° 30' 00" East a distance of 142.50 feet; thence North 35° 00' 00" West a distance of 160.00 feet; thence North 41° 45' 00" East a distance of 115.00 feet; thence South 43° 18' 00" East a distance of 108.00 feet; thence North 28° 21' 00" East a distance of 188.00 feet; thence South 40° 08' 00" East a distance of 129.00 feet; thence North 45° 41' 00" East a distance of 50.00 feet; thence South 75° 45' 00" East a distance of 373.00 feet; thence North 72° 30' 00" East a distance of 51.36 feet; thence around a 221.04 foot radius curve left 259.38 feet (chord bears North 32° 09' 20" East, 257.47 feet); thence North 09° 10' 39" East a distance of 8.11 feet to a point on the exterior boundary line of the plat of Seventh Mountain Golf Village; thence along said exterior boundary line the following 21 courses and 11 curves:

- North 09° 10' 31" East a distance of 211.63 feet; around a 180.00 foot radius curve left 125.46 feet (chord bears North 10° 56' 26" West, 122.84 feet);
- North 30° 55' 33" West a distance of 172.55 feet; around a 520.00 foot radius curve right 68.62 feet (chord bears North 27° 06' 53" West, 68.87 feet);
- North 23° 22' 05" West a distance of 117.64 feet; around a 326.00 foot radius curve left 128.10 feet (chord bears North 34° 37' 27" West, 127.27 feet);
- North 43° 52' 51" West a distance of 86.65 feet; around a 114.00 foot radius curve left 44.07 feet (chord bears North 56° 57' 17" West, 43.79 feet);
- North 66° 01' 44" West a distance of 152.62 feet; around a 186.00 foot radius curve left 87.71 feet (chord bears North 81° 32' 19" West, 86.90 feet);
- South 84° 57' 02" West a distance of 34.89 feet; around a 454.50 foot radius curve right 166.94 feet (chord bears North 84° 29' 03" West, 166.00 feet);
- North 74° 00' 15" West a distance of 48.94 feet; around a 85.00 foot radius curve left 57.47 feet (chord bears South 86° 37' 53" West, 56.38 feet);
- North 16° 01' 04" East a distance of 62.34 feet;

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North 73° 58' 59" West a distance of 10.00 feet;
 North 16° 01' 01" East a distance of 10.30 feet;
 South 73° 59' 45" East a distance of 149.83 feet;
 around a 407.43 foot radius curve left 149.99 feet chord bears South 64° 32'
 31" East, 149.15 feet;
 North 84° 57' 02" East a distance of 50.42 feet;
 around a 260.50 foot radius curve right 214.09 feet chord bears South 71° 21'
 21" East, 208.12 feet;
 around a 35.00 foot radius curve left 59.99 feet chord bears North 65° 06' 46"
 East, 52.91 feet;
 around a 346.33 foot radius curve left 44.38 feet chord bears North 20° 57'
 17" East, 48.35 feet;
 North 66° 10' 13" West a distance of 174.94 feet;
 North 18° 52' 10" East a distance of 99.98 feet;
 North 33° 14' 37" West a distance of 55.35 feet;
 North 25° 05' 44" East a distance of 319.57 feet;
 North 35° 45' 24" East a distance of 89.84 feet;
 North 20° 41' 20" East a distance of 87.47 feet;
 North 10° 21' 50" East a distance of 597.37 feet;
 North 01° 23' 10" East a distance of 185.85 feet to the southerly most corner
 of a pending boundary line adjustment (L.L. 94-55);

thence along the westerly boundary line of said boundary line adjustment North 01°
 23' 10" East a distance of 40.00 feet to the northwest corner of said boundary line
 adjustment; thence along the northerly boundary line of said boundary line
 adjustment South 85° 35' 49" East a distance of 88.75 feet to a point on the exterior
 boundary line of said plat of Seventh Mountain Golf Village; thence along said
 exterior boundary line the following 3 curves and 23 courses:

around a 824.15 foot radius curve right 87.18 feet chord bears North 15° 22'
 27" West, 87.12 feet;
 around a 252.50 foot radius curve right 145.32 feet chord bears North 06° 21'
 35" East, 142.97 feet;
 North 25° 34' 18" East a distance of 36.11 feet;
 North 66° 59' 59" West a distance of 185.18 feet;
 North 20° 44' 48" East a distance of 448.91 feet;
 North 12° 25' 20" East a distance of 328.46 feet;
 North 40° 10' 55" East a distance of 188.84 feet;
 South 75° 27' 22" East a distance of 80.02 feet;
 South 83° 34' 03" East a distance of 318.84 feet;
 South 38° 29' 18" East a distance of 430.88 feet;
 South 44° 14' 01" East a distance of 127.48 feet;
 South 15° 51' 18" East a distance of 140.10 feet;
 South 01° 30' 36" East a distance of 248.98 feet;
 North 71° 17' 50" West a distance of 378.89 feet;
 North 66° 16' 55" West a distance of 197.50 feet;
 South 69° 48' 18" West a distance of 98.55 feet;
 South 48° 57' 28" West a distance of 92.71 feet;
 South 22° 18' 11" West a distance of 86.03 feet;
 North 78° 32' 45" West a distance of 175.82 feet;
 around a 192.90 foot radius curve left 20.16 feet chord bears South 03° 26'
 04" West, 20.15 feet;
 South 78° 30' 55" East a distance of 119.35 feet;
 South 35° 40' 32" East a distance of 859.20 feet;

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South 65° 00' 52" East a distance of 128.07 feet;
 North 87° 18' 57" East a distance of 467.58 feet;
 North 24° 30' 37" East a distance of 72.90 feet;
 South 71° 48' 27" East a distance of 256.90 feet to

the northerly most corner

of a proposed boundary line adjustment;
 thence along the northeasterly boundary line of said proposed boundary line adjustment South 24° 19' 08" East a distance of 261.26 feet; thence along the southeasterly boundary line of said boundary line adjustment South 63° 37' 01" West a distance of 120.00 feet to a point on said exterior boundary line of said plat of Seventh Mountain Golf Village; thence along said exterior boundary line the following 15 courses and 4 curves:

South 88° 37' 01" West a distance of 59.83 feet;
 around a 320.00 foot radius curve right 19.88 feet (chord bears South 24° 28' 26" East, 18.02 feet);
 South 85° 41' 55" East a distance of 173.23 feet;
 South 00° 34' 54" East a distance of 189.98 feet;
 South 70° 48' 14" West a distance of 133.50 feet;
 around a 120.00 foot radius curve right 51.20 feet (chord bears South 24° 47' 07" West, 50.81 feet);
 around a 40.00 foot radius curve left 47.19 feet (chord bears South 20° 07' 15" West, 48.51 feet);
 South 03° 13' 32" West a distance of 275.72 feet;
 around a 620.00 foot radius curve right 211.84 feet (chord bears South 12° 59' 48" West, 210.82 feet);
 South 56° 23' 52" East a distance of 234.73 feet;
 South 30° 09' 52" West a distance of 107.75 feet;
 South 51° 36' 08" West a distance of 315.24 feet;
 South 28° 40' 49" West a distance of 379.11 feet;
 South 24° 01' 07" West a distance of 421.52 feet;
 North 76° 17' 45" West a distance of 185.14 feet;
 North 07° 47' 02" West a distance of 149.94 feet;
 South 72° 55' 27" West a distance of 106.70 feet;
 South 87° 23' 48" West a distance of 101.04 feet;
 South 75° 13' 25" West a distance of 168.84 feet to a point on the southerly boundary line of a boundary line adjustment (11-95-3); thence along said southerly boundary line South 75° 34' 01" West a distance of 39.98 feet to the westerly boundary line of said boundary line adjustment; thence along said westerly boundary line North 14° 42' 08" East a distance of 775.46 feet to a point on said exterior boundary line of said plat of Seventh Mountain Golf Village;

thence along said exterior boundary line around a 35.00 foot radius curve left 55.53 feet (chord bears South 54° 08' 30" West, 48.88 feet); thence leaving said exterior boundary of said plat of Seventh Mountain Golf Village South 08° 19' 52" West a distance of 8.02 feet; thence around a 361.04 foot radius curve right 117.73 feet (chord bears South 18° 28' 25" West, 117.21 feet); thence South 62° 13' 04" East a distance of 10.00 feet; thence around a 371.04 foot radius curve right 347.78 feet (chord bears South 54° 39' 02" West, 335.19 feet); thence South 13° 07' 17" West a distance of 281.75 feet; thence South 48° 00' 00" West a distance of 85.00 feet; thence South 17° 40' 00" West a distance of 145.00 feet; thence North 80° 00' 00" West a distance of 64.00 feet; thence South 16° 00' 00" West a distance of 570.00 feet; thence South 00° 00' 00" West a distance of 300.00 feet; thence South 80° 45' 00" West a distance of 122.00 feet; thence North 16° 00' 00" West a distance of 208.00

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feet; thence South 45° 30' 00" West a distance of 200.00 feet; thence South 18° 44' 00" East a distance of 350.00 feet; thence South 00° 00' 00" West a distance of 90.00 feet; thence South 85° 19' 39" West a distance of 281.00 feet to a point on the westerly boundary line of the southeast one-quarter of the southeast one-quarter (SE1/4 SE1/4) of said Section 22; thence along said westerly boundary line South 00° 21' 51" West a distance of 144.18 feet to the southerly most point of a dependent resurvey by the Bureau of Land Management (B.L.M.); thence along the easterly boundary line of said dependent resurvey the following 20 courses:

- North 74° 28' 44" East a distance of 312.92 feet;
- North 72° 43' 33" East a distance of 364.33 feet;
- North 05° 59' 07" West a distance of 162.05 feet;
- North 22° 08' 32" East a distance of 193.87 feet;
- North 04° 09' 08" East a distance of 450.23 feet;
- North 16° 22' 58" East a distance of 210.68 feet;
- North 40° 41' 44" East a distance of 618.97 feet;
- North 25° 12' 04" East a distance of 340.32 feet;
- South 62° 23' 52" East a distance of 204.10 feet;
- South 25° 44' 38" East a distance of 246.51 feet;
- South 72° 37' 28" East a distance of 104.60 feet;
- North 34° 09' 21" East a distance of 279.72 feet;
- North 19° 05' 03" East a distance of 309.91 feet;
- North 35° 24' 04" East a distance of 268.77 feet;
- North 52° 28' 48" East a distance of 277.54 feet;
- North 10° 31' 06" West a distance of 311.28 feet;
- North 35° 00' 35" East a distance of 338.49 feet;
- North 05° 53' 24" West a distance of 362.88 feet;
- North 02° 31' 03" West a distance of 289.13 feet;
- North 00° 36' 25" West a distance of 252.22 feet;
- North 14° 22' 49" West a distance of 384.86 feet;
- North 30° 26' 55" West a distance of 355.08 feet;
- North 20° 03' 08" West a distance of 161.78 feet;
- North 71° 02' 53" West a distance of 811.08 feet;
- North 34° 18' 32" West a distance of 583.31 feet;
- North 59° 02' 39" West a distance of 256.10 feet;
- North 69° 20' 54" West a distance of 387.59 feet to the northerly most point of said dependent resurvey by the Bureau of Land Management (B.L.M.); thence along the westerly boundary line of said dependent resurvey South 59° 57' 34" West a distance of 89.38 feet to the easterly right-of-way line of the Cascade Lakes Highway (Century Drive);

thence along said easterly right-of-way line the following three courses and one curve:

- South 15° 47' 26" West a distance of 1571.78 feet;
- South 15° 47' 29" West a distance of 2931.81 feet;
- around a 982.87 foot radius curve right 4013.24 feet (chord bears South 45° 20' 31" West, 968.97 feet);
- South 74° 51' 28" West a distance of 433.79 feet to a point on the north-south centerline of said Section 22; thence along said north-south centerline South 00° 38' 47" West a distance of 302.80 feet to the southerly center one-sixteenth (S1/16) corner of said Section 22; thence along the southerly boundary line of the Northwest One-Quarter of the Southeast One-Quarter (NW1/4 SE1/4) of

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said Section 22 North 09° 53' 55" East a distance of 344.74 feet to the "Point of Beginning", the terminus of this description.

TOGETHER WITH

Beginning at a 5/8" Iron rod marking secondary "Initial Point" of said plat of Seventh Mountain Golf Village on the interior boundary line of said plat; thence along said interior boundary line the following 23 courses and 10 curves:

- South 48° 07' 14" East a distance of 208.20 feet;
- around a 614.49 foot radius curve left 244.62 feet (chord bears South 15° 49' 45" West, 243.01 feet);
- South 04° 25' 40" West a distance of 79.88 feet;
- around a 341.43 foot radius curve right 133.02 feet (chord bears South 15° 35' 34" West, 132.19 feet);
- around a 60.00 foot radius curve right 81.07 feet (chord bears South 58° 14' 33" West, 86.73 feet);
- North 88° 09' 33" West a distance of 338.25 feet;
- around a 180.00 foot radius curve right 22.91 feet (chord bears North 86° 30' 51" West, 22.80 feet);
- North 80° 52' 03" West a distance of 22.07 feet;
- around a 35.00 foot radius curve right 54.98 feet (chord bears North 35° 52' 03" West, 49.50 feet);
- North 08° 07' 57" East a distance of 101.20 feet;
- around a 220.00 foot radius curve left 151.78 feet (chord bears North 10° 53' 30" West, 150.66 feet);
- North 31° 02' 08" West a distance of 172.34 feet;
- around a 480.00 foot radius curve right 63.67 feet (chord bears North 27° 04' 12" West, 63.63 feet);
- North 23° 22' 00" West a distance of 117.84 feet;
- around a 266.00 foot radius curve left 143.81 feet (chord bears North 34° 37' 24" West, 142.88 feet);
- North 45° 53' 01" West a distance of 38.02 feet;
- around a 35.00 foot radius curve right 50.40 feet (chord bears North 06° 37' 50" West, 46.15 feet);
- around a 386.33 foot radius curve left 26.09 feet (chord bears North 34° 41' 13" East, 26.08 feet);
- South 60° 14' 24" East a distance of 177.84 feet;
- North 22° 54' 20" East a distance of 609.85 feet;
- North 42° 48' 41" East a distance of 170.68 feet;
- North 50° 34' 33" East a distance of 427.83 feet;
- North 46° 28' 17" East a distance of 85.97 feet;
- South 86° 27' 32" East a distance of 89.00 feet;
- South 70° 47' 25" East a distance of 84.87 feet;
- South 28° 27' 51" East a distance of 359.98 feet;
- South 61° 12' 47" East a distance of 88.82 feet;
- South 80° 58' 09" East a distance of 76.18 feet;
- South 03° 15' 32" West a distance of 207.68 feet;
- North 82° 35' 34" West a distance of 79.58 feet;
- South 42° 53' 50" West a distance of 368.41 feet;
- South 39° 45' 05" West a distance of 170.12 feet;
- South 46° 25' 59" West a distance of 255.80 feet to the "Point of Beginning", the terminus of this description.

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398 - 0878

SUBJECT TO: All easements, restrictions and rights of way of record and those common and apparent on the land.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

96 JAN 31 AM 9:31

MARY SUE PENHOLLOW
COUNTY CLERK

BY: T. Mason DEPUTY

NO. 96-03579 FEE 1.00.00

DESCHUTES COUNTY OFFICIAL RECORDS

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